

CASE ID: ADJ1256649  
{B56A422F-02B6-4292-9445-373AD8F81CBB}



STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD  
COMPROMISE AND RELEASE

ADJ1256649

Case Number 1

Case Number 4

Case Number 2

Case Number 5

Case Number 3

SSN (Numbers Only)

Venue Choice is based upon: (Completion of this section is required)

- ☐ County of residence of employee (Labor Code section 5501.5(a)(1) or (d))
- ☐ County where injury occurred (Labor Code section 5501.5(a)(2) or (d))
- ☒ County of principal place of business of employee's attorney (Labor Code section 5501.5(a)(3) or (d).)

Select 3 Letter Office Code For Place/Venue of Hearing (From Document Cover Sheet)

Employee (Completion of this section is required)

DAVID

First Name

MI

COUSINEAU

Last Name

Address/PO Box (Please leave blank spaces between numbers, names or words)

TORONTO

City

ON

State

Zip Code

Employer Information (Completion of this section is required)

☒ Insured ☐ Self-Insured ☐ Legally Uninsured ☐ Uninsured

FCHI DBA LONG BEACH ICE DOGS and PHOENIX ROADRUNNERS C/O GAB ROBINS NORTH AMERICA, INC  
Employer Name (Please leave blank spaces between numbers, names or words)

P O BOX 7858

Employer Street Address/PO Box (Please leave blank spaces between numbers, names or words)

BURBANK

City

CA

State

91510-7858

Zip Code

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**Applicant's Attorney or Authorized Representative:**

☒ Law Firm/Attorney ☐ Non Attorney Representative

MODESTO

First Name

DIAZ

Last Name

Law Firm Number

LEVITON, DIAZ, & GINOCCHIO

Law Firm Name

P O BOX 1644

Address PO Box (Please leave blank spaces between numbers, names or words)

SANTA ANA

City

CA

State

92702

Zip Code

**Defendant's Attorney or Authorized Representative:**

☒ Law Firm/Attorney ☐ Non Attorney Representative

ROBERT

First Name

YU K

Last Name

5320876

Law Firm Number

PETERSON, COLANTONI, COLLINS, & DAVIS, LLP

Law Firm Name

555 CORPORATE DRIVE, SUITE 205

Address PO Box (Please leave blank spaces between numbers, names or words)

LADERA RANCH

City

CA

State

92620

Zip Code

**Insurance Carrier Information (if known and if applicable - include even if carrier is adjusted by claims administrator)**

Insurance Carrier Name (Please leave blank spaces between numbers, names or words)

Insurance Carrier Street Address PO Box (Please leave blank spaces between numbers, names or words)

City

State

Zip Code

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Claims Administrator Information (if known and if applicable)

GAB ROBINS NORTH AMERICA, INC.

Name (Please leave blank spaces between numbers, names or words)

P.O. BOX 7858

Street Address PO Box (Please leave blank spaces between numbers, names or words)

BURBANK

CA

91510-7858

City

State

Zip Code

IT IS CLAIMED THAT:

The injured employee born 07/10/1978 alleges that while employed as a(n) PROFESSIONAL HOCKEY PLAYER  
(DATE OF BIRTH MM/DD/YYYY)

PROFESSIONAL HOCKEY PLAYER

(OCCUPATION AT THE TIME OF INJURY)

sustained injury

arising out of and in the course of employment at the locations and during the dates listed below.

(State with specificity the date(s) of injury(ies) and what part(s) of body, conditions or systems are being settled.)

☐ Specific Injury

ADJ1256649

09/01/2003

4/30/2006

Case Number 1

☒ Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1 100 HEAD

Body Part 2 200 NECK

Body Part 3 420 BACK

Body Part 4 450 SHOULDERS

Other Body Parts 319 ARMS, 800 NEURO, 598 LOWER EXTREMITIES, 700

The injury occurred at VARIOUS CITIES / STATES

(Street Address PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports

RECEIVED  
10 SEP 15 PM 1:59  
RELATIONS

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Body parts, conditions and systems may not be incorporated by reference to medical reports.

Body parts, conditions and systems may not be incorporated by reference to medical reports

10:53 AM PM 1:59  
10:53 AM PM 1:59  
10:53 AM PM 1:59

CASE ID: ADJ1256649  
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☐ Specific Injury

Case Number 5

☐ Cumulative Injury

(Start Date MM/DD/YYYY)

(End Date MM/DD/YYYY)

(If Specific Injury, use the start date as the specific date of injury)

Body Part 1

Body Part 2:

Body Part 3

Body Part 4

Other Body Parts

The injury occurred at

(Street Address/PO Box - Please leave blank spaces between numbers, names or words)

City

State

Zip Code

Body parts, conditions and systems may not be incorporated by reference to medical reports

2 Upon approval of this compromise agreement by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge and payment in accordance with the provisions hereof, the employee releases and forever discharges the above-named employer(s) and insurance carrier(s) from all claims and causes of action, whether now known or ascertained or which may hereafter arise or develop as a result of the above-referenced injury(ies), including any and all liability of the employer(s) and the insurance carrier(s) and each of them to the dependents, heirs, executors, representatives, administrators or assigns of the employee. Execution of this form has no effect on claims that are not within the scope of the workers' compensation law or claims that are not subject to the exclusivity provisions of the workers' compensation law, unless otherwise expressly stated

3 This agreement is limited to settlement of the body parts, conditions, or systems and for the dates of injury set forth in Paragraph No. 1 and further explained in Paragraph No. 9 despite any language to the contrary elsewhere in this document or any addendum

4 Unless otherwise expressly stated, approval of this agreement RELEASES ANY AND ALL CLAIMS OF APPLICANT'S DEPENDENTS TO DEATH BENEFITS RELATING TO THE INJURY OR INJURIES COVERED BY THIS COMPROMISE AGREEMENT. The parties have considered the release of these benefits in arriving at the sum in Paragraph 7. Any addendum duplicating this language pursuant to Sumner v WCA5 (1983) 48 CCC 369 is unnecessary and shall not be attached

5 Unless otherwise expressly ordered by the Workers' Compensation Appeals Board or a workers' compensation administrative law judge, approval of this agreement does not release any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits

6 The parties represent that the following facts are true: (If facts are disputed, state what each party contends under Paragraph No. 9.)

EARNINGS AT TIME OF INJURY \$ 650.00 / week

TEMPORARY DISABILITY INDEMNITY PAID \$ 0 Weekly Rate \$ n/a

Period(s) Paid n/a

(Start Date MM/DD/YYYY)

n/a

(End Date MM/DD/YYYY)

PERMANENT DISABILITY INDEMNITY PAID 11,762.86 (through 7-31-10) Weekly Rate \$ 230.00

Period(s) Paid 08/05/2009

(Start Date MM/DD/YYYY)

End date present and continuing

(End Date MM/DD/YYYY)

TOTAL MEDICAL BILLS PAID \$ Total Unpaid Medical Expense to be Paid By By Defendant Per Paragraph 8

Unless otherwise specified herein, the employer will pay no medical expenses incurred after approval of this agreement

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7 The parties agree to settle the above claim(s) on account of the injury(ies) by the payment of the SUM OF

\$ 80,000.00

Settlement Amount

The following amounts are to be deducted from the settlement amount:

\$ 11,762.86 for permanent disability advances through 07/31/19 plus any and all PD advances, subject to proof

\$ for temporary disability indemnity overpayment, if any.

\$ payable to

\$ payable to

\$ payable to

\$ payable to

\$ \$12,000.00 requested as applicant's attorney's fee.

LEAVING A BALANCE OF \$ 56,237.14 after deducting the amounts set forth above and less further permanent disability advances made after the date set forth above. Interest under Labor Code section 5800 is included if the sums set forth herein are paid within 30 days after the date of approval of this agreement.

8 Liens not mentioned in Paragraph No. 7 are to be disposed of as follows (Attach an addendum if necessary).

ALL LIENS OF RECORD AS OF THE DATE OF THE ORDER APPROVING COMPROMISE & RELEASE ARE TO BE PAID, ADJUSTED, OR LITIGATED IN ACCORDANCE WITH ACOEM GUIDELINES AND THE OFFICIAL MEDICAL FEE SCHEDULE. ALL DEFENSES AND THE WCAB JURISDICTION ARE HEREIN RESERVED. THE APPLICANT HEREBY CONSENTS & ACKNOWLEDGES THAT ALL MEDICAL TREATMENT PROVIDED AFTER THE DATE OF APPROVAL OF THE SETTLEMENT WILL BE THE RESPONSIBILITY OF THE APPLICANT.

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9 The parties wish to settle these matters to avoid the costs, hazards and delays of further litigation and agree that a serious dispute exists as to the following issues (initial only those that apply) ONLY ISSUES INITIALED BY THE APPLICANT OR HIS/HER REPRESENTATIVE AND DEFENDANTS OR THEIR REPRESENTATIVES ARE INCLUDED WITHIN THIS SETTLEMENT

Applicant	Defendant	
<u>MSD</u>	<u>RT</u>	earnings
<u>MSD</u>	<u>RT</u>	temporary disability
<u>MSD</u>	<u>RT</u>	jurisdiction
<u>MSD</u>	<u>RT</u>	apportionment
<u>MSD</u>	<u>RT</u>	employment
<u>MSD</u>	<u>RT</u>	injury AOE/COE
<u>MSD</u>	<u>RT</u>	serious and willful misconduct
<u>MSD</u>	<u>RT</u>	discrimination (Labor Code §132a)
<u>MSD</u>	<u>RT</u>	statute of limitations
<u>MSD</u>	<u>RT</u>	future medical treatment
<u>MSD</u>	<u>RT</u>	other <u>PENALTIES &amp; INTERESTS; ALL ADDENDUMS</u>
<u>MSD</u>	<u>RT</u>	permanent disability
<u>MSD</u>	<u>RT</u>	self-procured medical treatment, except as provided in Paragraph 7
<u>MSD</u>	<u>RT</u>	vocational rehabilitation benefits/supplemental job displacement benefits

COMMENTS:

ADDENDUM "A" IS INCORPORATED INTO THIS C & R.  
THIS COMPROMISE AND RELEASE RESOLVES ANY AND ALL CLAIMS FOR RETROACTIVE BENEFITS INCLUDING, BUT NOT LIMITED TO, TEMPORARY TOTAL DISABILITY, PERMANENT DISABILITY, SUPPLEMENTAL JOB DISPLACEMENT VOUCHER, MILEAGE, OUT-OF-POCKET EXPENSES, PENALTIES & INTEREST. NO PENALTIES AND INTEREST SHALL BE DUE ON AWARD PAYMENT AS LONG AS IT IS PAID WITHIN THE 30 DAYS FROM THE ORDER APPROVING COMPROMISE & RELEASE. THIS AGREEMENT SETTLES ALL INJURIES TO THE APPLICANT'S HEAD, NECK, SPINE, HIPS, UPPER AND LOWER EXTREMITIES, AND NEUROLOGICAL SYSTEM.

Any accrued claims for Labor Code section 5814 penalties are included in this settlement unless expressly excluded.

10. It is agreed by all parties hereto that the filing of this document is the filing of an application and that the workers' compensation administrative law judge may in its discretion set the matter for hearing as a regular application, reserving to the parties the right to put in issue any of the facts admitted herein and that if hearing is held with this document used as an application the defendants shall have available to them all defenses that were available as of the date of filing of this document and that the workers' compensation administrative law judge may thereafter either approve this Compromise and Release or disapprove it and issue Findings and Award after hearing has been held and the matter regularly submitted for decision.

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11. WARNING TO EMPLOYEE: SETTLEMENT OF YOUR WORKERS' COMPENSATION CLAIM BY COMPROMISE AND RELEASE MAY AFFECT OTHER BENEFITS YOU ARE RECEIVING TO WHICH YOU BECOME ENTITLED TO RECEIVE IN THE FUTURE FROM SOURCES OTHER THAN WORKERS' COMPENSATION, INCLUDING BUT NOT LIMITED TO SOCIAL SECURITY, MEDICARE AND LONG-TERM DISABILITY BENEFITS.

THE APPLICANT'S (EMPLOYEE'S) SIGNATURE MUST BE ATTESTED TO BY TWO DISINTERESTED PERSONS OR ACKNOWLEDGED BEFORE A NOTARY PUBLIC

By signing this agreement, applicant (employee) acknowledges that he/she has read and understands this agreement and has had any questions he/she may have had about this agreement answered to his/her satisfaction.

Witness the signature hereof this 11 day of August, 2010 at 5:00 am

David Cousineau Aug 11, 2010  
Witness: David Cousineau MD (Date)  
J. C. Marshall 11 August  
Witness 2: J. C. Marshall (Date)  
\_\_\_\_\_  
(Date)

David Cousineau Aug. 11/10  
Applicant (Employee) (Date)  
Dennis Thomas 8/12/10  
Attorney for Applicant (Date)  
Robert D. Tulk  
Attorney for Defendant (Date)  
\_\_\_\_\_  
Attorney for Defendant (Date)  
\_\_\_\_\_  
Attorney for Defendant (Date)  
\_\_\_\_\_  
Attorney for Defendant (Date)

10 SEP 15 PM 1:59  
NOTARY PUBLIC  
STATE OF CALIFORNIA



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## ACKNOWLEDGMENT

State of California

County of \_\_\_\_\_

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)

David Cousineau

*Applicant.*

ECHL dba Long Beach Ice Dogs      VS  
and Phoenix Roadrunners c.o  
GAB Robins North America, Inc

*Defendants*

**DECLARATION OF DEFENDANT  
RE: RESOLUTION OF LIENS**

(List ALL lien claims below. Use supplemental pages as necessary.)

Lien Claimant	Nature and Date of Lien Resolution Efforts	Results
<u>Medi-Records</u>	<u>Letter sent to lien claimant by def attorney</u>	<u>Payment to be made by adjuster</u>
<u>NO OTHER KNOWN LIENS PER OFFICIAL ADDRESS RECORD</u>		

(Signature of Declarant)

CASE ID: ADJL256649  
{7D690898-96F8-4D66-9C11-5694AAEDD460}

STATE OF CALIFORNIA  
DIVISION OF WORKERS' COMPENSATION  
WORKERS' COMPENSATION APPEALS BOARD

DAVID COUSINEAU

Applicant

vs.

ECHL DBA LONG BEACH ICE DOGS and  
PHOENIX ROADRUNNERS C/O GAB RODRIGUES  
NORTH AMERICA, INC.  
Defendants

Case No. ADJ 1256649  
Anaheim District Office

Order Approving  
Compromise and Release

BASED UPON ☒ The reasons given in the settlement ☒ Discussion with the parties  
☒ The medical reports on file ☒ The disability rating

Settlement appears fair and reasonable and is deemed adequate.

THE FOLLOWING ARE, IF CHECKED, APPLICABLE:

☒ A good faith issue exist which might, if resolved against the claimant would totally bar claimant's recovery of workers' compensation benefits.

☒ Release death benefits (Sumner vs. WCAB, 48 CCC 369) has been considered.

☒ Release of applicant's rights to ordinary benefits for injuries occurring in rehabilitation (Rodgers vs. WCAB, 50 CCC 299 and Carter, et al vs. County of Los Angeles, et al, 51 CCC 255) has been considered. The applicant's rights to benefits under Labor Code Section 139.5 are not settled.

☐ This agreement includes and releases any claim applicant may have for vocational rehabilitation benefits or supplemental job displacement benefits.

☐

The parties to the above-entitled action having filed a Compromise and Release herein on 9-15-10 settling this case for \$ 80,000.00, in addition to all sums which may have been paid previously, and requesting that it be approved; and this Board having considered the entire record, including said Compromise and Release, now finds that it should be approved.

**IT IS ORDERED** that said Compromise and Release be approved.

**AWARD IS MADE** in favor of THE ABOVE-NAMED APPLICANT AGAINST THE ABOVE-NAMED DEFENDANTS, PAYABLE AS FOLLOWS: In the above sum, less \$12,000 as attorneys' fees payable to applicant's attorney, less permanent disability advances, and any other deductions set forth in paragraph 7, **BALANCE TO APPLICANT.**

Liens are to be paid, adjusted and/or litigated as set forth in the Compromise and Release agreement filed herein, with jurisdiction reserved.

9/15/10

*Janet M. Coulter*  
JANET M. COULTER  
Worker's Compensation Judge

NOTICE TO  
Pursuant to Rule 10500 you are designated to serve  
this and these document(s) on all interested parties  
including lien claimants